



To the Honorable Council
City of Norfolk, Virginia

October 23, 2012

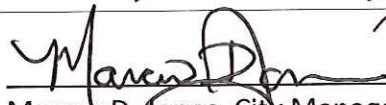
From: John M. Keifer, Director of Public Works

Subject: VDOT FY2013 Revenue
Sharing Program

Reviewed: Ronald H. Williams, Jr., Assistant City
Manager

Ward/Superward: 1,2,4,6,7

Approved:


Marcus D. Jones, City Manager

Item Number:

R-14

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance to approve the City/State Standard Project Administration Agreement between the Virginia Department of Transportation (VDOT) and the City of Norfolk for the following projects:

1. Meadowbrook Bridge (North Shore Rd) Improvements
2. Algonquin Bridge (North Shore Rd) Improvements
3. Orange Avenue Street Improvements
4. Killam Avenue (38th to 46th) Pedestrian and Bicycle Improvements
5. Military Highway Feeder Road Pedestrian Improvements

IV. **Analysis**

- *Meadowbrook Bridge (North Shore Road) Improvements*
 - The project will improve rehabilitate, and repair the existing bridge which was originally constructed in 1979.
- *Algonquin Bridge (North Shore Road) Improvements*
 - The project will improve the existing bridge which was originally constructed in 1979.

- *Orange Avenue Street Improvements*
 - The project is for street and drainage improvements to Orange Avenue between Phillip Avenue and 1st View Avenue. Improvements will include new curb and gutter, sidewalk, pavement, and storm water infrastructure.
- *Killam Avenue (38th to 46th Street) Pedestrian and Bicycle Improvements*
 - The project will improve sidewalks, curb and gutter, and provide new pavement markings to accommodate bicyclists.
- *Military Highway Feeder Road Pedestrian Improvements*
 - The project is for pedestrian improvements to the feeder road of Military Highway from the former Grate Steak restaurant to the entrance of Poplar Hall Park.

V. Financial Impact

- Funding participation of the City's share of these projects, in the amount of up to \$2,600,000, will come from funds appropriated in the FY13 Capital Improvement Program.

Cost Breakdown

Project	VDOT FY13 Revenue Sharing	Required Total City Match	Total Funding
Meadowbrook Bridge (on North Shore Road) Improvements	\$750,000	\$750,000	\$1,500,000
Algonquin Bridge (on North Shore Road) Improvements	\$750,000	\$750,000	\$1,500,000
Orange Avenue Street Improvements	\$600,000	\$600,000	\$1,200,000
Killam Avenue (38th St. to 46th St.) Pedestrian and Bicycle Improvements	\$200,000	\$200,000	\$400,000
Military Highway Feeder Road Pedestrian Improvements	\$300,000	\$300,000	\$600,000

Totals:	\$2,600,000	\$2,600,000	\$5,200,000
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VI. Environmental

N/A

VII. Community Outreach/Notification

Coordination with Civic Leagues and businesses will occur prior to construction on all of these projects.

VIII. Board/Commission Action

N/A

IX. Coordination/Outreach

This letter has been coordinated with the City Attorney's Office.

Supporting Material from the Department of Public Works:

- Ordinance
- Project Executive Summaries

Form and Correctness Approval:

By B. White
Office of the City Attorney

NORFOLK, VIRGINIA

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund form which it is drawn and not appropriated for any other purpose.

Contents Approved: APBy [Signature]
DEPT.\$5,200,000.⁰⁰Various
Account[Signature]
Director of Finance10/5/12
Date

BEM

ORDINANCE No.

AN ORDINANCE REQUESTING THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO ESTABLISH PROJECTS FOR THE ORANGE AVENUE STREET IMPROVEMENTS, THE KILLAM AVENUE PEDESTRIAN AND BICYCLE IMPROVEMENTS, THE MILITARY HIGHWAY FEEDER ROAD PEDESTRIAN IMPROVEMENTS, THE ALGONQUIN BRIDGE IMPROVEMENTS, AND THE MEADOWBROOK BRIDGE IMPROVEMENTS; APPROVING AN AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION; AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE TOTAL SUM OF \$5,200,000.00, SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AFORESAID AGREEMENT.

- - -

WHEREAS, the City of Norfolk (the "City") desires that the Virginia Department of Transportation ("VDOT") establish the following projects: The Orange Avenue Street Improvements Project; The Killam Avenue Pedestrian and Bicycle Improvements Project (38th Street to 46th Street); The Military Highway Feeder Road Pedestrian Improvements Project; The Algonquin Bridge (on North Shore Road) Improvements Project; and The Meadowbrook Bridge (on North Shore Road) Improvements Project; and

WHEREAS, in accordance with VDOT procedures, in order for VDOT to program Revenue Sharing projects in the City of

Norfolk, it is necessary that a request for the establishment of each such project be made by the City; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Council hereby requests that VDOT establish the following projects: The Orange Avenue Street Improvements Project; The Killam Avenue Pedestrian and Bicycle Improvements Project (38th Street to 46th Street); The Military Highway Feeder Road Pedestrian Improvements Project; The Algonquin Bridge (on North Shore Road) Improvements Project; and The Meadowbrook Bridge (on North Shore Road) Improvements Project in the City of Norfolk.

Section 2:- That the Agreement for the aforesaid projects between the City and VDOT, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 3:- That the sum of \$5,200,000.00, is hereby appropriated and authorized to be expended in accordance with the terms and conditions of the aforesaid Agreement.

Section 4:- That the City Manager and the other proper officers of the City are authorized to execute the Agreement on behalf of the City and to do all things necessary and proper to carry out its terms.

Section 5:- That the City Manager, with the advice and counsel of the City Attorney, is further authorized to correct, amend or revise the Agreement as may be necessary to carry out the intent of the Council as expressed in this ordinance.

Section 6:- That this ordinance is in effect from and after its adoption.

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
U000-122-R60	102716	Norfolk City
U000-122-R61	102717	
U000-122-R57	102712	
U000-122-R59	102713	
0013-122-R59	102714	

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 2012, by and between the City of Norfolk, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the

DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
- k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

2. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

The remainder of this page is BLANK

Director of Finance Date

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NORFOLK, VIRGINIA:

ATTEST:

City Clerk
City of Norfolk

Assistant City Manager
City of Norfolk

CONTENTS APPROVED:

By:

Director of Public Works
City of Norfolk

Date

APPROVED AS TO FORM AND CORRECTNESS:

By:

Deputy City Attorney

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachment

Appendix A1 – UPC 102716
Appendix A2 – UPC 102717
Appendix A3 – UPC 102712
Appendix A4 – UPC 102713
Appendix A5 – UPC 102714

Appendix A1

Project Number: **U000-122-R60** UPC: **102716** Locality: **City of Norfolk**

Project Location ZIP+4: 23505-3034	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street, Norfolk, VA, 23510-2717
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Project Narrative

Scope:	Improve bridge and add multi-use pathway
From:	East of Cortlandt place
To:	West of Dehlman Avenue
Locality Project Manager Contact Info:	Heather Robinson (757) 664-7459
Department Project Coordinator Contact Info:	Angela Rico (757) 925-2227

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$78,000	\$0	\$1,417,000	\$1,495,000
Estimated VDOT Project Expenses	\$2,000	\$0	\$3,000	\$5,000
Estimated Total Project Costs	\$80,000	\$0	\$1,420,000	\$1,500,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$80,000	Revenue Sharing	50%	\$40,000	\$40,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$80,000			\$40,000	\$40,000	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$1,420,000	Revenue Sharing	50%	\$710,000	\$710,000	
			0%	\$0	\$0	
Total CN	\$1,420,000			\$710,000	\$710,000	
Total Estimated Cost	\$1,500,000			\$750,000	\$750,000	\$745,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$750,000

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$745,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
\$750,000	\$750,000					\$1,500,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$750,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended by June 19, 2015 or the project may be subject to de-allocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 13 - \$1,500,000 (\$750,000 Locality and \$750,000 VDOT)
- Total project allocations: \$1,500,000

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix A2

Project Number: **U000-122-R61** UPC: **102717** Locality: **City of Norfolk**

Project Location ZIP+4: 23505-3034	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street, Norfolk, VA. 23510-2717
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Project Narrative

Scope:	Rehabilitate existing bridge and add multi-use pathway
From:	East of Glenroie Avenue
To:	West of Barberry Lane
Locality Project Manager Contact Info:	Angela Rico (757) 925- 2227
Department Project Coordinator Contact Info:	Heather Robinson (757) 664-7459

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$78,000	\$0	\$1,417,000	\$1,495,000
Estimated VDOT Project Expenses	\$2,000	\$0	\$3,000	\$5,000
Estimated Total Project Costs	\$80,000	\$0	\$1,420,000	\$1,500,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$80,000	Revenue Sharing	50%	\$40,000	\$40,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$80,000			\$40,000	\$40,000	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$1,420,000	Revenue Sharing	50%	\$710,000	\$710,000	
			0%	\$0	\$0	
Total CN	\$1,420,000			\$710,000	\$710,000	
Total Estimated Cost	\$1,500,000			\$750,000	\$750,000	\$745,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$750,000

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$745,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
\$750,000	\$750,000					\$1,500,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$750,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended by June 19, 2015 or the project may be subject to deaffectation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 13 - \$1,500,000 (\$750,000 Locality and \$750,000 VDOT)
- Total project allocations: \$1,500,000

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix A3

Project Number: U000-122-R57 UPC: 102712 Locality: City of Norfolk

Project Location ZIP+4: 2303-2778	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street, Norfolk, VA. 23510-2717
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Project Narrative

Scope: Construct street improvements, including new curb & gutter, sidewalk, pavement, and drainage

From: Phillip Avenue

To: 1st View Street

Locality Project Manager Contact Info: Heather Robinson (757) 664-7459

Department Project Coordinator Contact Info: Angela Rico (757) 925-2227

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$1,195,000	\$1,195,000
Estimated VDOT Project Expenses	\$2,000	\$0	\$3,000	\$5,000
Estimated Total Project Costs	\$2,000	\$0	\$1,198,000	\$1,200,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$2,000	Revenue Sharing	50%	\$1,000	\$1,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$2,000			\$1,000	\$1,000	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$1,198,000	Revenue Sharing	50%	\$599,000	\$599,000	
			0%	\$0	\$0	
Total CN	\$1,198,000			\$599,000	\$599,000	
Total Estimated Cost	\$1,200,000			\$600,000	\$600,000	\$595,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$600,000

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$595,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
\$600,000	\$600,000					\$1,200,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$600,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the funds expended by June 19, 2015 or the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 13 - \$1,200,000 (\$600,000 Locality and \$600,000 VDOT)
- Total project allocations: \$1,200,000

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix A4

Project Number: **U000-122-R59** UPC: **102713** Locality: **City of Norfolk**

Project Location ZIP+4: 23517-1029	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street, Norfolk, VA 23510-2717
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Project NarrativeScope: **Bicycle and Pedestrian Improvements**From: **38th Street**To: **46th Street**Locality Project Manager Contact Info: **Heather Robinson (757) 664-7459**Department Project Coordinator Contact Info: **Angela Rico (757) 925-2227****Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$45,000	\$0	\$353,000	\$398,000
Estimated VDOT Project Expenses	\$0	\$0	\$2,000	\$2,000
Estimated Total Project Costs	\$45,000	\$0	\$355,000	\$400,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$45,000	Revenue Sharing	50%	\$22,500	\$22,500	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$45,000			\$22,500	\$22,500	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$355,000	Revenue Sharing	50%	\$177,500	\$177,500	
			0%	\$0	\$0	
Total CN	\$355,000			\$177,500	\$177,500	
Total Estimated Cost	\$400,000			\$200,000	\$200,000	\$198,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)**\$200,000****Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)****\$198,000****Project Financing**

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
\$200,000	\$200,000					\$400,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$200,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended by June 19, 2015 or the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 13 - \$400,000 (\$200,000 Locality and \$200,000 VDOT)
- Total project allocations: \$400,000

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

Appendix A5

Project Number: 0013-122-R59 UPC: 102714 Locality: City of Norfolk

Project Location ZIP+4: 23502-3623	Locality DUNS# N/A	Locality Address (incl ZIP+4): 810 Union Street, Norfolk, VA 23510-2717
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Project Narrative

Scope: Add sidewalk to Military Highway feeder road from former Grate Steak to Poplar Hall Park

From: Military Highway Feeder Road

To: Poplar Hall Park

Locality Project Manager Contact info: Heather Robinson (757) 664-7459

Department Project Coordinator Contact Info: Angela Rico (757) 925-2227

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$48,000	\$0	\$547,000	\$595,000
Estimated VDOT Project Expenses	\$2,000	\$0	\$3,000	\$5,000
Estimated Total Project Costs	\$50,000	\$0	\$550,000	\$600,000

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$50,000	Revenue Sharing	50%	\$25,000	\$25,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$50,000			\$25,000	\$25,000	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$550,000	Revenue Sharing	50%	\$275,000	\$275,000	
			0%	\$0	\$0	
Total CN	\$550,000			\$275,000	\$275,000	
Total Estimated Cost	\$600,000			\$300,000	\$300,000	\$295,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$300,000

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$295,000

Project Financing

Revenue Sharing State Match	Revenue Sharing Local Match					Aggregate Allocations (A+B+C+D+E+F)
\$300,000	\$300,000					\$600,000

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$300,000 (if applicable)
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the funds expended by June 19, 2015 or the project may be subject to de-allocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 13 - \$600,000 (\$300,000 Locality and \$300,000 VDOT)
- Total project allocations: \$600,000

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Typed or printed name of person signing

PROJECT EXECUTIVE SUMMARIES
VDOT FY2013 Revenue Sharing Program

The City of Norfolk submitted applications to the Virginia Department of Transportation (VDOT) for their FY13 Revenue Sharing program in November 2011. City Council Resolutions supporting each of the five projects below were submitted to VDOT in December 2011 supporting the submitted Revenue Sharing applications. All five projects noted in Table 1 below were approved for Revenue Sharing funding, therefore to initiate the projects and receive the funding from VDOT, a City/State Project Administration Agreement is required.

Table 1: FY13 VDOT Revenue Sharing Program – City of Norfolk Projects

Project	VDOT FY13 Revenue Sharing	Required Total City Match	Total Funding
Meadowbrook Bridge (on North Shore Road) Improvements	\$750,000	\$750,000	\$1,500,000
Algonquin Bridge (on North Shore Road) Improvements	\$750,000	\$750,000	\$1,500,000
Orange Avenue Street Improvements	\$600,000	\$600,000	\$1,200,000
Killam Avenue (38th St. to 46th St.) Pedestrian and Bicycle Improvements	\$200,000	\$200,000	\$400,000
Military Highway Feeder Road Pedestrian Improvements	\$300,000	\$300,000	\$600,000
Totals:	\$2,600,000	\$2,600,000	\$5,200,000

Project Descriptions:

Meadowbrook Bridge (on North Shore Road) Improvements

This proposed Revenue Sharing Project is for improvements to the Meadowbrook Bridge. The project will improve, rehabilitate, and repair the existing bridge which was originally constructed in 1979. The bridge is 211 feet in length and 33 feet in width and carries two lanes of North Shore Road over a small tributary of the Lafayette River.

The project will include:

- addition of a dedicated bike lane on the bridge
- removal of the existing non-compliant timber guardrails and addition of new guardrails in accordance with VDOT Standards
- stabilization of the embankments to improve roadway safety
- elevation of the bridge approaches to improve drainage
- other stormwater improvements, as needed, to reduce flooding

- new pavement markings and signage, as needed

Project costs are estimated at \$1,500,000.

The Department of Public Works is requesting \$750,000 in VDOT FY2013 Revenue Sharing funds and proposes to use FY13 Capital Improvement Program and residual funds from previous years in the amount of \$750,000 as the Locality Revenue Sharing match funds.

Algonquin Bridge (on North Shore Road) Improvements

This proposed Revenue Sharing Project is for improvements to the Algonquin Park Bridge. The project will improve the existing bridge which was originally constructed in 1979. The bridge is 296 feet in length and 33 feet in width and carries two lanes of North Shore Road over a small tributary of the Lafayette River.

The project will include:

- addition of a dedicated bike lane on the bridge
- removal of the existing non-compliant timber guardrails and addition of new guardrails in accordance with VDOT Standards
- elevation of the bridge approaches to improve drainage
- other stormwater improvements, as needed, to reduce flooding
- new pavement markings and signage, as needed

Project costs are estimated at \$1,500,000.

The Department of Public Works is requesting \$750,000 in VDOT FY2013 Revenue Sharing funds and proposes to use FY13 Capital Improvement Program and residual funds from previous years in the amount of \$750,000 as the Locality Revenue Sharing match funds.

Orange Avenue Street Improvements (Phillip Avenue to 1st View Avenue)

This proposed Revenue Sharing Project is for street and drainage improvements to Orange Avenue between Phillip Avenue and 1st View Avenue. Improvements will include new curb and gutter, sidewalk, pavement, and storm water infrastructure. The proposed storm water drainage system will be sized to adequately handle a ten (10) year rain event. The storm water collection system discharges into an existing drainage ditch along the west bound lane of Interstate 64 belonging to the Virginia Department of Transportation

Project costs are estimated at \$1,200,000.

The Department of Public Works is requesting \$600,000 in VDOT FY2013 Revenue Sharing funds and proposes to use FY13 Storm Water Funding in the amount of \$600,000 as the Locality Revenue Sharing match funds.

Military Highway Feeder Road Pedestrian Improvements

This proposed Revenue Sharing Project is for pedestrian improvements to the feeder road of Military Highway from the former Grate Steak restaurant to the entrance of Poplar Hall Park. The project will provide pedestrian connectivity from Military Highway to the new Tide light rail Military Highway station. The Military Highway Light Rail Station is west of Military Highway and south of Curlew Drive. Pedestrian access to the station from Military Highway ends just south of the Poplar Hall Park entrance. Approximately 850 linear feet of sidewalk, in conjunction with structural supports and ADA ramps, are needed to provide complete pedestrian access from the station located on Curlew Drive to the Military Highway feeder road.

The project will include:

- Addition of new sidewalk along the feeder road where non-existing
- Addition of curb/gutter where new sidewalk is installed
- Structural support for new sidewalk, such as a retaining wall or similar structure to support the sidewalk where an existing ditch/ravine is located
- New pavement markings and signage , as needed

Project costs are estimated at \$ 600,000.

The Department of Public Works is requesting \$300,000 in VDOT FY2013 Revenue Sharing funds and proposes to use FY13 Capital Improvement Funds or residual funds from the Streets Program in the amount of \$300,000 as the Locality Revenue Sharing match funds.

Killam Avenue Pedestrian and Bicycle Improvements (38th Street to 46th Street)

This proposed Revenue Sharing Project is for pedestrian and bicycle improvements to Killam Avenue between 38th Street and 46th Street. The project will add sidewalks, and curb and gutter, in locations where right of way is available and provide new pavement markings to accommodate bicyclists.

The project will include:

- New pavement markings and signage to allow for bicycle traffic
- Addition of sidewalk and curb/gutter where feasible within existing right of way
- Associated roadway improvements

Project costs are estimated at \$ 400,000.

The Department of Public Works is requesting \$200,000 in VDOT FY2013 Revenue Sharing funds and proposes to use FY13 Capital Improvement Funds from the Streets Program in the amount of \$200,000 as the Locality Revenue Sharing match funds.

Administration:

The attached Standard Project Administrative Agreement (PAA) will allow the City and the State to proceed with all five of the aforementioned projects. Based on the proposed PAA between VDOT and the City, the City shall act as the agent of VDOT in performing the design and construction phases. Project coordination will be conducted in conjunction with the Virginia Department of Transportation (VDOT) and will be administered in accordance with VDOT's *Locally Administered Projects (LAP) Manual*, *Revenue Sharing Guidelines*, and VDOT's *Urban Manual*.

We are proposing that the PAA be used as proof of funds security and the project payments be made as follows:

- 1) Future consultants/contractors procured under these projects will invoice the City on a monthly basis
- 2) City will pay the bills
- 3) City will invoice VDOT monthly for reimbursement from Urban Funds
- 4) VDOT will reimburse the City within 30 days of receiving City invoice and required documentation

In order for the City to enter in an agreement for a consultant/contractor to perform any services for the subject projects, we must have an Ordinance establishing a funding mechanism to transfer the funds provided by VDOT, and approving the execution of the City/State PAA.

NOTE: All five projects must be initiated and at least a portion of the funds expended by June 19, 2015 or the projects may be subject to de-allocation.